

DRAFT AGREEMENT

This Agreement is entered into as of the ____ day of _____, 2019, by and between the Board of Trustees of Community College District No. 508, County of Cook, State of Illinois (“Board” or “District”) as employer, and Daniel Lopez as employee (“Employee” or “President”).

RECITALS

WHEREAS, on the 5th day of December 2019, the Board adopted a resolution approving the nomination of Employee as President of Harold Washington College of Community College District No. 508 (“District”);

WHEREAS, the Board and the Employee desire to enter into an employment agreement setting forth the terms and conditions of his employment as President of Harold Washington College;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement (“Agreement”), the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed between the Board and the Employee as follows:

Section 1. Entire Agreement.

1.1 It is expressly understood that this Agreement is the entire Agreement between the parties, and there is not an Agreement or understanding between Employee and the Board except as set forth herein. This Agreement reflects the Board and Employee’s understanding of current state law respecting the appointment, duties, compensation and termination of the Employee. The Agreement may only be amended by written agreement signed by both parties. No modifications or amendment of this Agreement will be deemed valid unless in writing properly approved and authorized by the Board Chair and signed by the Employee.

Section 2. Term.

2.1.1 The term of employment shall commence on January 21, 2020, (the “Effective Date”), and shall continue until January 20, 2023 (the “Term”), unless terminated by either party in accordance with the provisions set forth in Section 4 below, or until earlier termination by the event of the death of Employee. For purposes of this Agreement, the terms “anniversary date” and “anniversary” shall be deemed to correspond with the start of the employer’s fiscal year on July 1 for each year, and the “Contract Year” shall refer to each successive one (1) year period from the Employee’s anniversary date.

2.1.2 Unless the Agreement is terminated earlier in accordance with Section 4 below, this Agreement shall terminate upon its expiration date unless the Board or Employee shall notify the other in writing no later than six (6) months prior to the

expiration of the Term that it or she desires to enter into a successor employment Agreement or extended Agreement for another one (1) year period. Upon receipt of such notification, the other Party shall respond in writing by stating whether it or she also desires to enter into a successor employment Agreement or to extend the Agreement. If both Parties so mutually desire, then the Parties shall meet to discuss the terms of a successor or extended Agreement, which terms shall be agreed to no later than five (5) months before the expiration of the Term, or the Agreement will terminate upon its expiration date and will neither be replaced by a successor agreement nor continued. The aforesaid deadlines may be modified or waived by the mutual, written consent of the Board and the Employee.

2.1.3 Any final action on the renewal, amendment, extension, or termination of this Agreement will occur during an open meeting of the Board pursuant to 110 ILCS 805/3-70.

2.1.4 Nothing in this Agreement alters the employment-at-will status of the employee under Board Rule 4.8.

Position and Salary.

2.2 During the term of this Agreement, Employee shall be employed by the Board in the capacity of the President of Harold Washington College of the City Colleges of Chicago. In this capacity Employee shall serve as an Officer of the District as set forth in the Board Bylaws of the City Colleges of Chicago, Section 2.3. Employee agrees that as a condition of employment she will reside within the City of Chicago during the term of her employment.

2.3 During the term of this Agreement, and in consideration of the Employee's services as President of Harold Washington College, Employee shall be paid an annual salary of \$185,000.00 ("Base Compensation"), payable in accordance with the payroll policies of the City Colleges of Chicago. Employee shall be entitled to four (4) weeks of vacation annually during the term of her employment.

Section 3. Benefits.

3.1 During the term of this Agreement, Employee shall be entitled to the usual and customary benefits associated with the position of President including the fringe benefits to which other Officers of the District and employees are entitled, as well as participation in the State University Retirement System, participation in the District's 403(b) plan, participation in the District's long-term disability plan and reimbursement for other usual and customary business expenses incurred in the exercise of her duties as President.

Section 4. Termination.

4.1. By Employer.

The Board may terminate the Employee's employment at any time immediately and without notice.

- 4.2. Employee may resign her employment upon sixty (60) days written notice to the Board. The Board in its sole discretion may accept Employee's resignation upon written notice less than sixty (60) days.

Section 5. Event of Termination.

- 5.1. If Employee's employment is terminated by the Board or any reason, or by reason of death or permanent disability of the Employee, or by reason of the expiration of the Term of the Agreement, then Board shall pay or provide to Employee: (i) any Base Salary earned through the date of termination, unpaid expense reimbursements and unused vacation that accrued through the date of termination; and (ii) any vested benefits Employee may have under any employee benefit plan of the employer through the date of termination, which vested benefits shall be paid and/or provided in accordance with the terms of such employee benefit plans. These payments and benefits shall not be subject to mitigation or offset.

The Board's decision to terminate this Agreement in accordance with this paragraph does not obligate the Board to pay any severance compensation to the Employee upon termination.

Section 6. Public Notice.

- 6.1 Public notice must be given prior to the final action by the Board on the formation, renewal, extension, or termination of the Agreement and must include a copy of the board item or other documentation providing, at a minimum, a description of the proposed principal financial components of the Employee's appointment. Public notice must be given for the Agreement identifying the action to be taken and including a copy of the Agreement with any addenda pursuant to 110 ILCS 805/3-65.
- 6.2 The Board minutes, packets, and performance criteria relating to the Employee's contract or bonus must be posted on the District's website pursuant to 110 ILCS 805/3-70.

Section 7. Outside Employment.

- 7.1 During her employment, the Employee will devote substantially all of his professional time, attention, skills, and energy to the performance of his responsibilities as President of Harold Washington College. The Employee will perform such responsibilities professionally, in good faith, and to the best of his abilities.

- 7.2 Any outside employment, consulting, or volunteer work by the Employee must be presented for approval to the Chancellor and, consistent with City Colleges' policy regarding outside employment, must not interfere with or conflict with any of the responsibilities of the President.

Section 8. Mutual Non-Disparagement.

- 8.1 Neither the Board (including the individual Trustees) nor the Employee shall make any oral or written statement about the other party which is intended or reasonably likely to disparage the other party, or otherwise degrade the other party's reputation. In the event the Board, a Trustee, or the Employee violates this provision, the other party may make truthful, fact-based statements in response to the disparaging statement.

Section 9. Arbitration.

- 9.1 Any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration, conducted before a panel of three arbitrators in Chicago, Illinois, in accordance with the rules of the American Arbitration Association then in effect.

Section 10. Severability

- 10.1 In the event that any provision of this Agreement should be adjudicated invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- 10.2 The provisions of this Agreement are intended to be interpreted and enforced in a manner which renders them valid and enforceable. In the event that any provision of this Agreement is found to be invalid or unenforceable, such provision will be modified to the extent and in the manner which a court of competent jurisdiction deems reasonable, and thereupon enforced upon such terms. If any such provision is not so modified, it will be deemed stricken from this Agreement without affecting the validity and enforceability of any of the remaining provisions hereof.

Section 11. Choice of Law.

- 11.1 The laws of the State of Illinois shall govern the interpretation and enforcement of this Agreement. The parties consent to jurisdiction and venue in Cook County, Illinois. All statutory limitations in effect during the time of the execution of the Agreement are applicable.

Section 12. Notices.

12.1 Any notice required pursuant to this Agreement shall be made in writing and delivered certified mail, postage pre-paid, to the addresses, as shown below:

A. Notices to the Board:

Board of Trustees
City Colleges of Chicago
180 North Wabash, Suite 200
Chicago, Illinois 60601
Attention: Chair of the Board of Trustees

B. Notices to Employee:

Daniel Lopez

Either party may change the address to which any notice should be sent by giving written notice of the new address to the other party.

Section 13. Counterparts.

13.1 This Agreement may be executed by the respective parties in counterpart.

Section 14. Agreement.

14.1 Except for the obligation as set forth under Section 5 above, this Agreement will terminate upon the expiration of the Term of this Agreement.

So Agreed:

**BOARD OF TRUSTEES OF COMMUNITY
COLLEGES, DISTRICT NO. 508:**

Walter E. Massey, Ph.D.

Date: _____

EMPLOYEE:

Daniel Lopez, Jr., Ph.D.

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